

1 set forth in Section 252(e)(2)(B) apply to the negotiated
2 portions of that agreement, such approval does not mean that the
3 SGAT should automatically be approved. An agreement submitted
4 under Section 252(e) must be approved unless a State commission
5 finds that the agreement (or any portion thereof) does not meet
6 the applicable standards. On the other hand, a SGAT may be
7 approved only if a State commission determines that the SGAT does
8 meet the applicable standards. These standards are not the same,
9 and Staff's analysis of the Ameritech Illinois-AT&T agreement in
10 Docket 96 AA-001 was not as extensive as the analysis Staff
11 intends to conduct of the SGAT in Docket 96-0491. Indeed,
12 neither Staff nor the Commission could conduct the same analysis
13 given the vastly different amounts of time allowed by the 1996
14 Act for approval of agreements under Section 252(e) and approval
15 of SGATs under Section 252(f). In addition, Staff has taken the
16 position in Docket 96 AA-001 that the negotiated portions of the
17 Ameritech-AT&T agreement should be reviewed in that docket for
18 consistency with the negotiation standards in Section
19 252(e)(2)(A), not the arbitration standards in Section
20 252(e)(2)(B). Under this approach, only the arbitrated portions
21 of the agreement would be evaluated in Docket 96 AA-001 for
22 inconsistency with Sections 251 and 252(d).

23 As I discussed in my earlier testimony, it is Staff's
24 position that the SGAT cannot be used at this time to meet
25 checklist requirements. The Commission should review the
26 proposed SGAT according to Section 252(f) in Docket 96-0491.

1 Section 271(c)(2)

2 Q. Has Staff analyzed the extent to which Ameritech Illinois
3 has complied with the checklist requirements?

4 A. Yes. Staff has analyzed the extent to which the approved
5 MFS and CCT agreements and the pending TCG agreement, and the
6 access and interconnection that Ameritech Illinois provides to
7 MFS, CCT, and TCG, comply with the technical checklist
8 requirements, and will continue to gather information through the
9 hearings in this proceeding. Schedule 1 to ICC Staff Ex. 1.00
10 indicates the general scope of individual witnesses'
11 responsibilities. This portion of my testimony leaves aside the
12 issues of whether CCT, MFS, and TCG are predominantly facilities-
13 based and whether they serve residential customers. Legal issues
14 and final Staff positions on Section 271 compliance will be
15 presented during the briefing stage of this proceeding.

16 Q. Please describe Section 28.13 in the CCT and TCG agreements
17 and Section 28.14 in the MFS agreement.

18 A. Ameritech Illinois witness Gregory J. Dunny characterizes
19 Section 28.13 in the CCT and TCG agreements and Section 28.14 in
20 the MFS agreement as MFN clauses (AI Ex. 2.2, Schedule 1 at 1),
21 and I will use his terminology. These clauses provide that
22 either party to the agreement may avail itself of any other
23 agreement as a whole. Either party may also avail itself of the
24 entire portion of another agreement--including prices, terms, and
25 conditions--that relates to a listed item. In all three

1 agreements, the list includes the following items:
2 Interconnection (including transmission and routing of exchange
3 service traffic); Exchange Access; Resale; Collocation; Number
4 Portability; and Access to Rights of Way. The MFS and TCG lists
5 include Unbundled Access, whereas the CCT list includes only
6 Loops and Ports (listed separately). The TCG list includes
7 Directory Listings, whereas the CCT and MFS lists do not.

8 Q. Please describe how Ameritech Illinois has relied on the MFN
9 clauses in its assessment of whether the CCT, MFS, and TCG
10 agreements meet checklist requirements.

11 A. Mr. Dunny states that items that are not specifically
12 provided for in the agreements with CCT, MFS, and TCG are
13 available on the terms and conditions included in the AT&T
14 agreement through the MFN clauses. AI Ex. 2.2, Schedule 1 at 1.

15 Q. How should the MFN clauses be treated in an assessment of
16 whether the CCT, MFS, and TCG agreements meet the checklist
17 requirements?

18 A. Staff will address the validity of reliance on MFN clauses
19 in its legal brief. I would also note that the extent to which
20 Section 252(i) of the 1996 Act provides carriers access to other
21 carriers' agreements is hotly debated, and that the FCC's rules
22 relating to Section 252(i) have been stayed pending appeal. If
23 the FCC's rules are upheld on appeal, those rules may provide

1 broader MFN rights than do the clauses in the CCT, MFS, and TCG
2 agreements.

3 Q. Please summarize Staff's evaluation of Ameritech Illinois'
4 compliance with checklist item (i) interconnection.

5 A. CCT, MFS, and TCG all have access to the three types of
6 interconnection (physical, virtual, and meet point). Mr. Dunny
7 states in Schedule 5 to AI Ex. 2.2 that Ameritech Illinois is
8 providing virtual collocation to all three carriers and meet
9 point arrangements to MFS and TCG. It is not providing physical
10 collocation to any of the carriers, nor meet point arrangements
11 to CCT.

12 The CCT and TCG arrangements explicitly prohibit the
13 collocation of hubbing equipment. Hubbing and a variety of other
14 interconnection terms and conditions may be available to these
15 carriers only through their MFN clauses, and only if they replace
16 the entire interconnection portions (including transmission and
17 routing of exchange service traffic) of their agreement with the
18 comparable portions of another agreement such as the AT&T
19 agreement.

20 Mr. Jennings addresses the extent to which interconnection
21 prices in the CCT, MFS, and TCG agreements comply with the 1996
22 Act. The TCG agreement contains the same prices as the AT&T
23 agreement. CCT and MFS would have access to the prices in the
24 AT&T agreement, which are consistent with the 1996 Act, if they
25 are willing to adopt the entire interconnection portions of the

1 AT&T agreement. Mr. Jennings also addresses the operational
2 support systems.

3 Q. Please summarize Ameritech Illinois' compliance with
4 checklist item (ii) network elements.

5 A. My answer to this question will not address the separate
6 network elements identified in later checklist items.

7 Section 9.4.1 of the MFS agreement prohibits MFS from
8 combining a loop and a port.

9 Network Interface Devices and various other network
10 elements, terms, and conditions would be available to MFS and TCG
11 through their MFN clauses if they replace the unbundled network
12 element portions of their agreements with the comparable portions
13 of an agreement such as the AT&T agreement. However, as noted
14 above, the MFN clause in the CCT agreement may not allow CCT to
15 obtain unbundled network elements other than loops and ports from
16 another agreements, unless CCT takes the other agreement in its
17 entirety.

18 The CCT agreement explicitly allows access to operations
19 support systems; MFS and TCG appear to have contractual access
20 only by replacing the unbundled network element portions of their
21 agreements with the comparable portions of another agreement.

22 The CCT, MFS, and TCG agreements do not provide for dark
23 fiber, as required in Docket 96 AB-003/004.

1 Q. Please summarize Ameritech Illinois' compliance with
2 checklist item (iii) Poles, Ducts, Conduits and Rights-of-Way.

3 A. The CCT, MFS, and TCG agreements all allow access to poles,
4 ducts, conduits and rights-of-way, although some of the FCC
5 requirements would be available contractually to MFS and TCG only
6 through exercise of the MFN clause. It appears that conduit is
7 the only checklist item (iii) that Ameritech Illinois is
8 providing at this time. Schedule 5 to AI Ex. 2.2 at 3.

9 Q. Please summarize Ameritech Illinois' compliance with
10 checklist item (iv) unbundled loops.

11 A. The agreements with CCT, MFS, and TCG all allow access to
12 unbundled loops. Ameritech Illinois is currently providing loops
13 to CCT and MFS, but evidently not to TCG. Schedule 5 to AI Ex.
14 2.2 at 4. Mr. Jennings addresses pricing and operational support
15 systems.

16 Q. Please summarize Ameritech Illinois' compliance with
17 checklist item (v) local transport.

18 A. The agreements with CCT, MFS, and TCG do not address local
19 transport at all.

20 Ameritech Illinois states that it provides local transport
21 to these carriers through its access tariff. Schedule 5 to AI
22 Ex. 2.2 at 5. I note, however, that Section 271(c)(1)(A)
23 contemplates binding agreements that have been approved under
24 Section 252. Thus, tariffed provisioning may not qualify for

1 checklist compliance. Staff will address this matter in its
2 legal brief.

3 It appears that MFS and TCG may be able to invoke their MFN
4 clauses only if the entire unbundled access portion of their
5 agreements were replaced with the comparable portion of another
6 agreement. CCT's MFN clause itemizes loops and ports as the only
7 unbundled elements available on a separate basis from other
8 agreements. As a result, CCT may have to replace its entire
9 agreement if it is to obtain local transport through its MFN
10 clause.

11 Q. Please summarize Ameritech Illinois' compliance with
12 checklist item (vi) local switching.

13 A. The CCT, MFS, and TCG agreements do not address local
14 switching.

15 It appears that MFS and TCG may be able to invoke their MFN
16 clauses only if the entire unbundled access portion of their
17 agreements were replaced with the comparable portion of another
18 agreement. CCT's MFN clause itemizes loops and ports as the only
19 unbundled elements available on a separate basis from other
20 agreements. As a result, CCT may have to replace the agreement
21 in its entirety if it is to obtain unbundled switching through
22 its MFN clause. Mr. Jennings addresses local switching issues in
23 more detail.

1 Q. Please summarize Ameritech Illinois' compliance with
2 checklist item (vii)(I) 911 and E911 services.

3 A. The CCT and MFS agreements address 911 and E911 services.
4 Ameritech Illinois and TCG entered into a separate agreement for
5 E911; it was submitted in Docket 96 AA-002 along with the main
6 interconnection agreement for Commission consideration under
7 Section 252(e).

8 Ameritech Illinois is providing access to 911 and E911 to
9 CCT, MFS, and TCG. Schedule 5 to AI Ex. 2.2 at 7.

10 Q. Please summarize Ameritech Illinois' compliance with
11 checklist item (vii)(II) directory assistance.

12 A. The agreements with CCT and MFS address directory assistance
13 but do not include some of the terms and conditions required by
14 FCC rules. Ameritech Illinois states that it is providing access
15 to directory assistance to both CCT and MFS.

16 The MFN clauses in the CCT, MFS, and TCG agreements do not
17 list directory assistance as an item that can be chosen by
18 itself. It may be necessary for MFS and TCG to take the entire
19 unbundled network portion of another agreement in order to obtain
20 the directory assistance provisions through the MFN clause.
21 CCT's MFN clause itemizes loops and ports as the only unbundled
22 elements available on a separate basis from other agreements. As
23 a result, CCT may have to replace its entire agreement if it is
24 to obtain directory assistance through its MFN clause.

1 Q. Please summarize Ameritech Illinois' compliance with
2 checklist item (vii)(III) operator call completion services.

3 A. The agreements with CCT, MFS, and TCG do not address
4 operator call completion services.

5 The MFN clauses in the CCT, MFS, and TCG agreements do not
6 list operator services as an item that can be chosen by itself.
7 It may be necessary for MFS and TCG to take the entire unbundled
8 network portion of another agreement in order to obtain the
9 operator services provisions through the MFN clause. CCT's MFN
10 clause itemizes loops and ports as the only unbundled elements
11 available on a separate basis from other agreements. As a
12 result, CCT may have to replace its entire agreement if it is to
13 obtain operator services through its MFN clause.

14 Q. Please summarize Ameritech Illinois' compliance with
15 checklist item (viii) white pages directory listings.

16 A. The CCT, MFS, and TCG agreements include white pages
17 directory listings. Ameritech Illinois states that it is
18 providing white pages listings to CCT, MFS, and TCG. Schedule 5
19 to AI Ex. 2.2 at 8.

20 Q. Please summarize Ameritech Illinois' compliance with
21 checklist item (ix) telephone numbers.

22 A. Ameritech Illinois references Section 14.0 of the CCT, MFS,
23 and TCG agreements as providing access to telephone numbers.

1 Schedule 1 to AI Ex. 2.2 at 14-15. However, the cited Section
2 14.0 in each of the agreements is limited to local dialing parity
3 and does not address telephone numbers at all.

4 Elsewhere, Ameritech Illinois states that it provides
5 nondiscriminatory access to telephone numbers to other carriers.
6 Schedule 5 to AI Ex. 2.2 at 9. Staff agrees that Ameritech
7 Illinois is providing nondiscriminatory access to telephone
8 numbers to other carriers, even though this is not included in
9 the CCT, MFS, and TCG agreements. Staff will address in its
10 legal brief the extent to which the current non-contractual
11 method of providing telephone numbers to these carriers complies
12 with the checklist requirement.

13 I note that Section 14.2 in the proposed SGAT and the
14 pending AT&T agreement provides for nondiscriminatory access to
15 telephone numbers, and appears to be in compliance with checklist
16 item (ix). This contractual language would be available to CCT,
17 MFS, and TCG through their MFN clauses only if they replaced
18 their entire agreements with the entire AT&T agreement.

19 Q. Please summarize Ameritech Illinois' compliance with
20 checklist item (x) databases and associated signaling.

21 A. The MFS and TCG agreements have a section that allows access
22 to databases and associated signaling (Section 16.0 in the MFS
23 agreement; Section 17.0 in the TCG agreement), although they do
24 not provide many of the terms and conditions required by the

1 FCC's rules. Contrary to Schedule 1 to AI Ex. 2.2, there is no
2 comparable section in the CCT agreement.

3 Ameritech Illinois states that it provides access to
4 databases and signaling to all three carriers. Schedule 5 to AI
5 Ex. 2.2 at 10.

6 The proposed SGAT and the pending AT&T agreement treat
7 signaling links and call-related databases as unbundled network
8 elements. The MFN clauses in the CCT, MFS, and TCG agreements do
9 not list signaling and databases as an item that can be chosen by
10 itself. It may be necessary for MFS and TCG to take the entire
11 unbundled network portion of the AT&T agreement if they wish to
12 obtain these provisions through their respective MFN clauses.
13 CCT's MFN clause itemizes loops and ports as the only unbundled
14 elements available on a separate basis from other agreements. As
15 a result, CCT may have to replace its entire agreement if it is
16 to obtain signaling and database access through its MFN clause.

17 Q. Please summarize Ameritech Illinois' compliance with
18 checklist item (xi) number portability.

19 A. The CCT and TCG agreements allow interim number portability
20 via remote call forwarding ("RCF") and direct inward dialing
21 ("DID"). The MFS agreement allows RCF, DID, and NXX migration
22 (also called LERG reassignment). The MFS and TCG agreements
23 include rates for interim number portability; the CCT agreement
24 provides for competitively neutral cost recovery, as determined

1 by the FCC or the Commission. All three agreements allow the
2 carrier to adopt the number portability provisions from another
3 agreement through the MFN clause.

4 Ameritech Illinois states that it is providing interim
5 number portability via RCF to CCT, MFS, and TCG. Schedule 5 to
6 AI Ex. 2.2 at 11.

7 The proposed SGAT and the pending AT&T agreement allow for
8 RCF, DID, and NXX migration, and for competitively neutral cost
9 recovery. It appears that these terms would be available to CCT,
10 MFS, and TCG, upon exercise of their respective MFN clauses.

11 Q. Please summarize Ameritech Illinois' compliance with
12 checklist item (xii) local dialing parity.

13 A. The CCT, MFS, and TCG agreements all provide for local
14 dialing parity. Ameritech Illinois states that local dialing
15 parity is fully operational in Illinois. Schedule 5 to AI Ex.
16 2.2 at 12. Staff witness Sam E. Tate addresses this issue
17 further.

18 Q. Please summarize Ameritech Illinois' compliance with
19 checklist item (xiii) reciprocal compensation.

20 A. The CCT, MFS, and TCG agreements provide for reciprocal
21 compensation. The MFN clauses in all three agreements allow the
22 carrier to use reciprocal compensation provisions from another
23 agreement only if the package of prices, terms, and conditions
24 relating to interconnection and transmission and routing of

1 exchange service traffic is adopted from the other agreement in
2 its entirety. Mr. Jennings addresses reciprocal compensation
3 issues further.

4

5 Q. Please summarize Ameritech Illinois' compliance with
6 checklist item (xiv) resale.

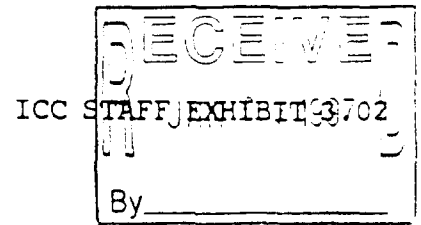
7 A. The CCT, MFS, and TCG agreements have very brief sections on
8 resale, referring to applicable tariffs. The MFN clauses all
9 allow the carrier to adopt the resale provisions in another
10 carrier's agreement.

11 Ameritech Illinois states that it is providing resale at
12 wholesale rates to MFS under its interconnection agreement.
13 Schedule 5 to AI Ex. 2.2 at 14. In addition, CCT stated in its
14 response to Staff Data Request 11 that it has approximately 100
15 lines that are resold Ameritech Illinois lines. Mr. Jennings
16 addresses resale issues further.

17 Summary

18 Q. Does this complete your supplemental rebuttal testimony?

19 A. Yes, it does.



SUPPLEMENTAL REBUTTAL TESTIMONY
OF
S. RICK GASPARIN
TELECOMMUNICATIONS DIVISION
ILLINOIS COMMERCE COMMISSION

DOCKET NO. 96-0404

JANUARY, 1997

1 Q. Please state your name and business address.

2
3 A. My name is S. Rick Gasparin and my business address is
4 527 East Capitol Avenue, P.O. Box 19280, Springfield,
5 Illinois 62794-9280.

6
7 Q. Are you the same S. Rick Gasparin who provided testimony
8 in this docketed case on November 8, 1996 and rebuttal
9 testimony on November 22, 1996?

10
11 A. Yes.

12
13 Q. What is the purpose of your supplemental rebuttal
14 testimony in this proceeding?

15
16 A. The purpose of my testimony is to respond to the
17 supplemental rebuttal testimony of Ameritech witness
18 Gregory J. Dunny and Schedule 5 attached to Mr. Dunny's
19 testimony.

20
21 Q. Please provide a summary of both your original testimony
22 and rebuttal testimony.

23
24 A. Basically, I set forth various services/elements that
25 Ameritech must provide on a nondiscriminatory basis to
26 new local exchange competitors. These services include

1 interconnection; access to poles, ducts, conduits and
2 right-of-ways; provisioning of local loop transmission;
3 provisioning of local switching unbundled from transport,
4 local loop transmission or other services; access to
5 databases and associated signaling; access to local
6 transport; and 411-911 parity.

7
8 Neither my direct testimony nor my rebuttal testimony
9 address the issue of pricing for these services/elements.
10 The pricing issues are being addressed by Staff witness
11 Jennings.

12
13 Throughout my testimony, I recommend that Ameritech
14 provide to Staff a listing of companies who utilize the
15 various services/elements and state the current/expected
16 quantities.

17
18 Schedule 5 of Mr. Dunny's supplemental rebuttal testimony
19 provides the quantities as well as the companies who
20 utilize the services/elements.

21
22 Q. Has Ameritech Illinois provided the additional
23 information regarding the provisioning of interconnection
24 arrangements?

1 A. Based on the Ameritech Illinois Checklist Compliance
2 Schedule 5, yes. Ameritech is providing interconnection
3 arrangements at the trunk interconnection points of
4 tandems to MFS, TCG and Consolidated Communications.
5 Ameritech is also providing virtual collocation to the
6 three above carriers as well as meet point arrangements
7 to TCG and MFS.

8
9 Ameritech has also stated that under its Schedule of
10 Generally Available Terms, it offers interconnection via
11 any method upon which the parties may agree, consistent
12 with the Act and specifically offers interconnection at
13 the line side of local switch, at the trunk side of local
14 switch, at the trunk connection points of a tandem, at
15 central office cross connect points, at out of band
16 signalling transfer points and at points of access to
17 unbundled elements.

18
19 Ameritech has also claimed in Schedule 5 that the network
20 interconnection is being provided in the same manner that
21 Ameritech uses to interconnect its end offices and its
22 own network.

23
24 Ameritech has provided Staff with the quantity of
25 interconnected trunks that were in service for

1 competitive local exchange carriers in Schedule 5. This
2 number has been declared to be proprietary by Ameritech.

3
4 Q. Has Ameritech provided additional information regarding
5 the provisioning of poles, ducts, conduits and right-of-
6 ways?

7
8 A. Yes, according to Ameritech's Schedule 5 the Company is
9 currently providing these services to Consolidated
10 Communications and has also reached agreements to provide
11 access for these services to MFS and TCG.

12
13 Ameritech has provided Staff with the quantity of conduit
14 used by other common carriers in Schedule 5. Ameritech
15 has declared this number to be proprietary. No mention
16 is made, however, of the usage of ducts, poles or right-
17 of-ways. The company has also stated that it has
18 implemented detailed procedures to ensure that
19 nondiscriminatory access exists to its structures. The
20 Structure Leasing Coordinator is the single point of
21 contact for all access to the "Structures" and is
22 providing access to maps, records, information and
23 engineering personnel.

1 Q. Has Ameritech provided additional information regarding
2 the provisioning of local loop transmission unbundled
3 from local switching or other services?
4

5 A. Yes, according to Schedule 5, Ameritech is providing
6 unbundled loops. Ameritech has declared this number to
7 be proprietary. Ameritech is providing these loops to
8 MFS and Consolidated Communications under the negotiated
9 agreement with each carrier and further offers eight loop
10 types from Ameritech's Schedule of Generally Available
11 Terms.
12

13 Q. Has Ameritech provided additional information regarding
14 local transport from the trunk side of a wireline carrier
15 switch unbundled from switching or other services?
16

17 A. According to Ameritech, it is providing access to
18 unbundled local transport to TCG, MFS and Consolidated
19 Communications under its access tariff. Unbundled
20 transport is also available under the interconnection
21 agreement with each carrier via the "most favored nation"
22 provision of the arrangement according to Ameritech.
23 Further, Ameritech indicated that through its Schedule of
24 Generally Available Terms, it offers unbundled local
25 transport in the form of unbundled dedicated interoffice

1 transport facilities, unbundled dedicated facilities and
2 shared transport transmission facilities.

3
4 On page 5 of Mr. Dunny's supplemental rebuttal testimony
5 he stated that the purchasing of unbundled transport for
6 use in providing competing local exchange service cannot
7 be separated from the purchase of the same elements by
8 the same carriers for other purposes, such as the
9 provision of interstate or intrastate access service
10 under the expanded interconnection rules. Mr. Dunny
11 explained that at the present time the quantity of local
12 transport within the Dedicated Access Service Category
13 cannot be identified. Once carriers begin to obtain
14 unbundled local transport under interconnection
15 agreements (such as the agreement with AT&T) rather than
16 from the access tariffs, Mr. Dunny stated that the
17 company will be able to provide the Commission with the
18 additional information regarding new local exchange
19 carriers use of unbundled local transport.

20
21 Q. Has Ameritech provided information regarding the
22 provisioning of local switching unbundled from transport,
23 local loop transmission or other services?

24
25 A. Currently, none of the new local exchange carriers have
26 chosen to purchase unbundled local switching from

1 Ameritech. Ameritech has claimed that under its Schedule
2 of Generally Available Terms, the company offers both
3 unbundled local and tandem switching. The local
4 switching includes line side facilities, trunk side
5 facilities and all features, functions and capabilities
6 of the switch made available by Ameritech for the
7 specific port type. Unbundled tandem switching includes
8 the basic functions of creating a temporary transmission
9 path between two trunks and all available basic switching
10 functions and capabilities centralized in the tandem.
11 Ameritech further claims that although unbundled tandem
12 switching is available to TCG, MFS and Consolidated
13 Communications none of these carriers have taken the
14 service. Ameritech further states that unbundled local
15 switching is available throughout the state.

16
17 Q. Has Ameritech provided additional information regarding
18 nondiscriminatory access to databases and associated
19 signaling necessary for call routing and completion?
20

21 A. Ameritech has provided Staff with the quantity of queries
22 that were billed to other carriers in Schedule 5.
23 Ameritech has declared this number to be proprietary.
24 Ameritech stated that it provides access to databases and
25 signaling to TCG, MFS and Consolidated Communications
26 under interconnection agreements. Further, Ameritech

1 claims that through its schedule of generally available
2 terms it offers carriers access to Ameritech's signaling
3 network and toll free and LIDB databases. Also,
4 Ameritech states that in its Schedule of Generally
5 Available Terms it provides access to Ameritech's "down
6 stream" number portability databases when they are
7 deployed. Ameritech states that unbundled SS7 access is
8 available throughout the state and Ameritech is prepared
9 and implemented detail product descriptions, and
10 ordering, installation, testing, billing, maintenance and
11 repairs procedures as is described in its Unbundled
12 Services Product Guide.

13
14 Q. Has Ameritech provide a listing of users or prospective
15 users of the network element "dark fiber"?

16
17 A. No. There has been no discussion by the Ameritech
18 witnesses regarding the network element dark fiber.
19 Perhaps there are no new LECs requesting the service.
20 However, Ameritech should provide a positive statement
21 indicating that it intends to offer the element as was
22 ordered in Docket 96 AB-003/004.

23
24 Q. In your rebuttal testimony you discussed dialing parity
25 for 4-1-1 and 6-1-1 calls. Has Ameritech provided
26 information regarding this issue?

1 A. Yes. On pages 9-11 of Mr. Dunny's supplemental rebuttal
2 testimony, he states that Ameritech provides dialing
3 parity for directory assistance calls (page 9) and repair
4 service calls (page 11). 4-1-1 parity is available for
5 customers of resellers of Ameritech services, customers
6 of carriers purchasing unbundled local switching and
7 carriers using its own switches. Ameritech Ex. 2.2 -
8 Dunny at 9-10. Mr. Dunny further explained that carriers
9 which provide services through resale or through
10 unbundled local switching can request selective routing
11 of 4-1-1 and operator services calls from Ameritech. The
12 company will provide the routing where it is technically
13 feasible. Ameritech Ex. 2.2 - Dunny at 10.

14
15 Regarding 6-1-1 repair calls, Mr. Dunny states that
16 resale customers will have 6-1-1 access to repair
17 service. Also, he discusses the Wholesale Order - Docket
18 95-0458 regarding resellers developing their own unique
19 repair number. Ameritech Ex. 2.2 - Dunny at 11.

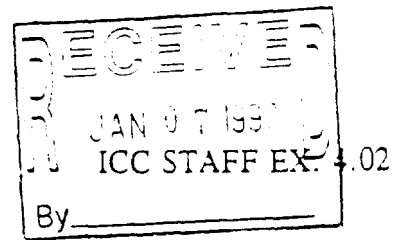
20
21 Q. Did Ameritech provide the quantity of the various
22 services/elements mentioned above on a per new local
23 exchange carrier basis or state the particular agreement
24 in which the services/elements were being provided?

25
26 A. No, Ameritech did not provide this information.

1 Q. Does this conclude your supplemental rebuttal testimony?

2

3 A. Yes it does.



SUPPLEMENTAL REBUTTAL TESTIMONY OF

JAKE E. JENNINGS

TELECOMMUNICATIONS DIVISION

ILLINOIS COMMERCE COMMISSION

DOCKET 96-0404

AMERITECH ILLINOIS

JANUARY 7, 1997